



USAREUR Pamphlet 715-5

# ***CUSTOMER ACQUISITION GUIDE***

**Headquarters  
United States Army, Europe  
and Seventh Army  
Unit 29351  
APO AE 09014**

1999

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\*USAREUR Pamphlet 715-5

Procurement

## Customer Acquisition Guide

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For the Commanding General:

*Major General, GS  
Chief of Staff*

Official:

*Brigadier General, GS  
Deputy Chief of Staff,  
Information Management*

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**Summary.** This pamphlet provides overall guidance to and prescribes the acquisition process for the United States Contracting Command Europe (USACCE) contract customers.

**Applicability.** This pamphlet applies to United States Army, Europe major, separate major and assigned commands (USAREUR Regulation 10-5), and units attached to USAREUR, non-USAREUR units, and agencies and activities that receive contracting support through USACCE.

**Interim Changes.** Interim changes to this pamphlet will be released after they are authenticated by the Deputy Chief of Staff, Information Management (DCSIM) USAREUR. Interim changes will be destroyed on their expiration dates unless sooner superseded or rescinded.

**Suggested Improvements.** The proponent of this pamphlet is the Office of the Principal Assistant Responsible for Contracting (PARC), USAREUR (AEAPR-PA-PL), 375-8117. To improve this pamphlet, customers may send suggestions by using DA Form 2028; Recommended Changes to Publications and Blank Forms, to the Commanding General, USAREUR, ATTN: AEAPR-PA, Unit 29331, APO AE 09266.

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## **SECTION I**

### **GENERAL**

#### **1. PURPOSE**

This pamphlet is designed to introduce our customers to the full range of contracting support United States Army Contracting Command, Europe (USACCE) offers. Acquisition reform initiatives in the Federal Acquisition Regulation (FAR) have resulted in exciting new ways of doing business and are involving the customer as well as our business partners in industry. The FAR is located at <http://www.hq.usacce.army.mil>, the USACCE home page. There are many concepts discussed in this guide, such as GSA FSS, IMPAC, C3, Multiple Award Schedules and Commercial Item Procurement. Your servicing Regional Contracting Office (RCO) can discuss each of them as they apply to your particular acquisition needs. This pamphlet will also introduce the customer to some of the processes and methods used in providing their acquisition requirements.

#### **2. REFERENCES**

Appendix A the lists references. These references are available through the Area Support Group/ Base Support Battalion (ASG/BSB) Acquisition Management

Staff Officer (AMSO) , where available, or the servicing contracting office. The contracting offices are listed in Appendix B.

### **3. EXPLANATION OF ABBREVIATIONS AND TERMS**

The glossary to this pamphlet defines the abbreviations and terms used throughout this pamphlet.

## **SECTION II**

### **GENERAL CONCEPTS**

#### **4. APPROPRIATED FUNDS (APF) & NON-APPROPRIATED FUNDS (NAF) CONTRACTING.**

a. **Appropriated Fund. (APF).** This pamphlet primarily addresses APF contracting. Annually, APF are appropriated by the United States Congress and made available for the acquisition of authorized Government requirements.

b. **Nonappropriated Fund (NAF).** NAF are made available by NAF instrumentality earnings from conducting business in clubs, bowling alleys, bazaars, etc. Section VII of this pamphlet briefly describes the NAF acquisition process.

## 5. COMPETITION

a. **10 U.S.C. 2304.** Federal Statute, 10 U.S.C. 2304 requires, with certain exceptions, that duly appointed contracting officers promote and provide for full and open competition in soliciting offers and awarding Government contracts. Full and open competition, when used with respect to a Government contracts, simply means, all responsible market sources are permitted to compete.

b. **Other Than Full And Open Competition.** There are certain circumstances which permit other than full and open competition, e.g., when supplies or services needed are manufactured or performed by a single source only and/or there is unusual compelling urgency. Such instances are rare. However, when applicable, customers will prepare and submit a written justification and approval (J&A) for the acquisition by other than full and open competition. The J&A may require approval by the USACCE Competition Advocate and the DCG as the Head of Contracting Activity, USAREUR .

c. **10 U.S.C. 2304 (C) Definition And Authorization.** 10 U.S.C. 2304 (C) (2) defines and authorizes that when the customer's need for the supplies or services is of such an unusual urgency that the Government would be seriously injured unless the agency [customer] is permitted to limit the number of sources from which it solicits bids or proposals. Therefore, full and open competition is not necessary. In this respect, a serious injury is considered to be a delay in

award of a contract that would cause a financial or other quantifiable loss or other to the Government.

d. **Maximizing Competition.** Maximizing competition is a joint customer and contracting effort: everyone in the acquisition process, should -

(1) Be alert to conditions that unnecessarily limit competition and, as appropriate, take action to eliminate those conditions;

(2) Ensure that purchase requests describe the absolute minimum mission requirements of the customer and are without conditions that unnecessarily limit competition.

## **6. CONTRACTING METHODS**

To provide flexibility in acquiring a large variety and volume of supplies and services, the FAR prescribes a number of contracting methods for use by the Government. Based on the FAR guidelines, type and value of contract and the contracting experience, contracting officers determine which contracting method will be used for each requirement. The following contracting methods are the most frequently used in USAREUR.

### **a. Use Of Gsa Federal Supply Schedules (Fss)**

(1) **DOD Policy.** DOD policy is to make maximum use of the indefinite delivery contracts awarded by GSA with commercial firms under the FSS program. Orders placed under these contracts provide a wide variety of

commercial items at favorable prices and, in general, lead time is reduced by using the FSS contracts.

(2) **Placement of Orders.** Orders are to be placed with the schedule contractor that can provide the supply or services that represents the best value. In selecting the supply or service representing the best value, the contracting office will consider all available information by comparing the catalog/pricelist of at least three schedule contractors and select based on which contractor best meets the agency's needs. The contracting office may consider:

(a) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;

(b) Trade-in considerations;

(c) Probable life of the item selected as compared with that of a comparable item;

(d) Warranty considerations;

(e) Maintenance availability;

(f) Past performance;

(g) Environmental and energy efficiency considerations

**b. Simplified Acquisition Procedures.**

This method is used for purchases of \$ 100,000 or less. The purpose of this contracting method is to reduce costs, promote efficiency and economy, and

avoid unnecessary administrative burdens both for the customers and the contractors. The simplified acquisition procedures include the following methods of purchase:

(1) **Government-Wide Commercial Purchase Card Program-International Merchant Purchase Authorization Card (IMPAC).** The IMPAC card is an internationally accepted credit card, which allows customers to become cardholders to make purchases under an established Delegation of Authority issued by the Chief of a contracting office. Cardholder purchases are limited to no more than \$2,500 per transaction and may be subject to more strict budgetary limitations imposed by Resource Managers. Cardholders are required to complete training before they are authorized a card. Cardholder purchases are reviewed and approved by a Billing/Certifying Official.

A number of unique controls have been developed for the IMPAC Program that do not exist in a traditional credit card purchasing system. These controls ensure that the card can be used only for specific purposes and within specific US dollar limitations. The card is distinctively designed specially for use by the Government. In addition, certification of all purchases is required by each cardholder, with verification performed by an Approving Official before payment is made to the applicable bank. Contact your servicing contracting office to arrange for required training.

The IMPAC card may be used to purchase supplies and services once all necessary approvals for local purchase have been secured. Please note that use of IMPAC does not waive any existing restrictions or approval requirements. Here is how a unit can obtain IMPAC cards through the Agency Program Coordinator (APC) at the servicing contracting office:

(a) **Designation of Cardholders and Approving/Certifying Officials.** The activity (unit) commander will designate the card holders and the Approving/Certifying officials within the activity. There is no specific format for this designation. Designated activity officials must attend IMPAC training.

(b) **Schedule Training.** The Unit designated official will contact the RCO and request to schedule training.

(c) **IMPAC Application Forms.** After both the Cardholder and Approving/Certifying Official have completed training, they will complete the IMPAC application forms. These will be explained and distributed as part of the IMPAC training.

(d) **Accounting Citation.** The Unit's RMO will specify an accounting citation as part of the IMPAC application.

(e) **Billing/Approving Authority.** The Unit Commander will delegate authority to the Certifying Official as the Billing Official. The original certification will be held by the Finance and Accounting Office in order that the Billing/Certifying Official may certify the invoices.

(f) **Completion of Application.** Once the application is complete, return to the APC for processing of account.

**(2) Blanket Purchase Agreements (BPA).**

(a) IMPAC is the preferred method for purchasing small dollar value items and services. However, there may be a requirement for BPAs that can also be used in conjunction with IMPAC or as an alternate purchasing method. A BPA is a simplified purchase method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources. A BPA is designed to reduce administrative costs by eliminating the need for numerous individual purchase documents.

(b) BPA's are established when there is a wide variety of items in a broad class of goods (e.g., hardware, plumbing and electrical supplies, etc.) that will be purchased when and as required. The exact items, quantities, and delivery requirements are not known in advance. A BPA should be made with sources from which numerous individual purchases will likely be made in a specific period of time.

(c) To the extent practical, BPA call-orders for items of the same type are rotated through the BPAs that offer similar supplies. Contracting officers may train and appoint qualified customer personnel as BPA callers. Callers may place call-orders against a BPA for amounts not to exceed \$2,500.



Calls in excess of \$2,500 are normally referred to the servicing contracting office for ordering.

(3) **Purchase orders.** Purchase orders are commonly used by contracting personnel to negotiate acquisition of supplies or services valued at \$100,000 or less.

(4) **Other Methods.** There are other simplified acquisition methods in use. Ordering Officers use SF 44 (Purchase Order- Invoice -Voucher) up to \$2,500 (see UP 715-4). Also in some locations a restricted use Imprest Fund (IF) is in use for purchases up to \$600 per transaction when IMPAC can not be used.

**c. Commercial Item/Services Procurements**

The Government prefers to purchase commercial items/services whenever possible. The key to making a commercial item/services purchase is market research and analysis. This leads to the commercial purchase decision. In furtherance of the emphasis on commercial item procurement, FAR authorizes a test of purchasing commercial items/services up to \$5 million using Simplified Acquisition Procedures. Talk to your servicing contracting office for further information about this initiative.

**d. Contracting by Negotiation.** This method is used for acquisitions of more than \$100,000 when the conditions for using sealed

bidding do not exist. Contracting under negotiation procedures can be a lengthy, complex process that may require considerable evaluation and negotiation by Government personnel. Because negotiation is allowed, this method is more flexible than sealed bidding. Paragraph 17 provides more information on this procedure. As in sealed bidding procedures, contracting by negotiation procedures takes more time and effort than simplified acquisition procedures. Following are some of the circumstances that warrant using this method instead of sealed bidding procedures:

(1) **First-Time Purchases.** First-time purchases when uncertainties exist that indicate negotiation may be necessary to insure the requirement is fully understood by all parties.

(2) **Complex Supplies Or Services .** Complex supplies or services that may require technical evaluation and negotiation.

(3) **One Responsible Vendor.** There is only one responsible vendor for the supplies or services.

e. **Sealed Bidding.** This method is generally used for non-complex supplies and services that exceed \$100,000. Sealed bidding procedures take more time and effort than simplified acquisition procedures and are use much less frequently than in the past. In this procedure, the Government issues an invitation for bids, conducts a public opening of bids, and awards a contract to the lowest bidder. Negotiating with the bidders is not allowed. This method is

straightforward but somewhat inflexible. See paragraph 17 for additional information.

## 7. CONTRACT TYPES

a. **Categories of Contract Types.** Two broad categories of contract types are fixed price (FP) and cost reimbursement (CR). Choice of contract type depends on the type of supplies/services being procured. Although, the customer provides input to the contracting officer, the contracting officer makes the determination on the contract type based on FAR guidance.

(1) **FP.** A FP contract obligates the contractor to deliver supplies or perform services for a fixed price. The price is not subject to adjustment regardless of the actual cost of supplies or services to the contractor, unless specific contract terms and conditions permit. The contractor assumes the risk.

(2) **CR.** A CR contract only requires the contractor's best efforts to complete the work within the estimated cost or requires completion, but at a cost not able to be determined in advance. The Government will reimburse the contractor for costs incurred, even if the costs overrun the estimated cost of the contract.

b. **Level of Risk.** The level of risk assumed by the Government or contractor is defined by the type of FP or CR contract awarded. In FP contracts,

the contractor assumes the risks associated with contract performance. In CR contracts, the Government assumes more of the risk.

c. **FP Contract.** The FP contract is the preferred type and is almost always used in USAREUR. The FP contract should, however, only be used when conditions permit a prospective contractor to submit a fixed price. A prospective contractor can normally submit a fixed price under the following conditions:

- (1) There are reasonably definitive specifications/purchase description
- (2) There is an experienced, competitive market.
- (3) The requirement is for commercial, off-the-shelf, or modified

commercial supplies or services.

d. **CR Contract.** CR contracts are suitable when vendors cannot accurately estimate performance costs because of the nature and complexity of the acquisition. CR contracts normally are used in USAREUR for large base operations efforts.

e. **Indefinite-Delivery Type (IDT) contracts.** IDT contracts may be used if the exact times or quantities of future deliveries are not known when the contract is awarded. The three types of IDT contracts are discussed in paragraph (1) through (3) below. Servicing contracting offices can explain the features and delivery-order procedures of each contract in more detail.

(1) **Definite-Quantity.** This contract involves delivery of a definite quantity of specific supplies or services for a fixed period, with delivery dates to

be determined later. This type of contract may be used when the requester can determine in advance that a definite quantity of supplies or services-

(a) Will be required during the contract period.

(b) Are regularly available or will be available after a short lead time.

(2) **Requirements Contract.** This contract involves filling actual purchase requirements of designated Government activities for specific supplies or services during a specified contract period. Deliveries will be scheduled by placing orders with the contractor. This type of contract may be appropriate to acquire supplies or services when customers anticipate recurring requirements, but cannot predetermine the precise quantities of supplies or services that designated activities will need during a definite period.

(3) **Indefinite-Quantity Contract.** This contract involves an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period. Customers will schedule deliveries by placing task or delivery orders with the contractor. This type of contract may be used when customers cannot predetermine, above a specified minimum, the precise quantities of supplies or services that will be required during the contract period. Whenever possible, and in keeping with the FAR preference, USACCE Contracting Officers make multiple awards of Indefinite Quantity contracts from single solicitations. When issuing Task or Delivery Orders under the multiple

award concept, each awardee shall be provided a fair opportunity to be considered for each order over \$2500. This type of contract has been used to provide a variety of contracted needs such as repair and maintenance, professional services and quality assurance services. Contracting requirements can be satisfied quickly and economically using this concept. Ask your servicing contracting office for an explanation of the services they have covered by using this procedure.

## **8. INTERGOVERNMENTAL [INDIRECT] CONTRACTING.**

"Indirect" contracting is a special contracting method whereby USAREUR construction and maintenance and repair projects are submitted to the host nation (HN) for development and execution of contracts. The HN executes the design, drawings and specifications, negotiates and awards contracts and administers contract performance in accordance with its laws and regulations. In Germany, this process is referred to as "ABG75" after the administrative agreement of the same title. Similar agreements exist with Belgium and the Netherlands.

Although it is subject to U.S. fiscal law, acquisition regulations and procedures, indirect contracting is a "tool" with a number of advantageous features in terms of funds obligation and project management. The ODCSENGR, USAREUR is the program proponent. The contracting function for indirect contracting is

currently centralized in USACCE at the Wiesbaden Regional Contracting Office (WRCC).

## **9. C3 PARTNERING PROCESS.**

USACCE has developed an accelerated, team-based procurement process that reduces Procurement administrative lead time (PALT), minimizes the need for design and specifications, and takes advantage of the capabilities and state of the art processes available from industry. The name for this process is C3 Partnering (Customer, Commerce and Contracting). C3 Partnering is, essentially, a modified two-step contracting process for use in executing contract requirements. C3 Partnering provides the customer with another tool for meeting their contracting needs in a time of difficult budgetary and manpower constraints.

## **10. SOURCE SELECTION.**

Source selection is the process of evaluation of price proposals to determine which offeror will be awarded the contract. The decision to select and award a contract may be based on the approaches in subparagraphs a. through c. below. The servicing contracting office will provide the customers more information on the approach that is most economical and practical for their acquisition requirements.

a. **Award to the Lowest Price Offeror.** This is the most common approach. It is used most often when the purchase is being made by a purchase order.

b. **Award to the Lowest-Priced, Technically Acceptable Offer.** This approach is most often used by negotiation procedures when the supplies or services being acquired are complex and require the evaluation of technical and management information submitted by the vendors. The vendor whose offered supplies or services are determined by Government evaluators to be technically acceptable and whose offer is the lowest priced will receive the contract.

c. **Best Value.** This approach is for-

(1) **Most Complex Requirements.** Most often used by negotiation procedures (para 6e) for the most complex requirements. These requirements include education services, large base operations requirements, and high dollar value, complex, highly visible service contracts.

(2) **Quality vs. Price.** Used when the quality of supplies/services is more important than the price.

(3) **Cost-Technical Trade Off .** Used to allow the Government to award the contract to an offeror who offers a better product/program at possibly a higher price than other vendors. The Government awards the contract to the vendor which offers the "best value" in terms of the quality for the price offered, after making a price/technical trade-off decision.



(4) **Formal Source Selection.** Formal source selection is a complex, time-consuming process, best value is many times coupled with formal source selection procedures in which the contract award decision is made by other than the contracting officer. Because it can be time and resource intensive, formal source selection is used in USAREUR only on major, high visibility acquisitions.

### **SECTION III**

## **PLANNING, DEFINING, AND SUBMITTING REQUIREMENTS**

### **11. PLANNING REQUIREMENTS**

a. **Acquisition planning** ensures the Government meets its needs in the most economical, effective, and timely manner.

b. **Customers should-**

(1) **Plan Requirements.** Begin acquisition planning as soon as they identify a need for an item or service. Plan in advance to allow sufficient time for the contracting process to take its course. Customers may conduct market research in order to determine availability, commercialization, and other aspects of the requirement. When conducting market research, customers must in no way obligate the government for any future actions; such an obligation may constitute an unauthorized commitment.

(2) **Review Requirements.** Review recurring requirements in their organization and consolidate those requirements, when practicable, into one procurement action. Consolidating reduces costs through economics of scale and permits issuance of the most effective contract. Contracts can be used to proportion consolidated requirements into segregated deliveries or performance accomplishment and, if required, spread them over time.

c. **Acquisition Administrative Lead Time (ALT).** ALT is the period of time from when a complete and valid purchase, request and commitment (PR&C) or contracting requirement is received in a contracting office to the time of contract award. Customers should consider ALT when planning their requirements as it varies by the dollar value, urgency, and complexity of the requirement. Customers should coordinate closely with contracting offices to ensure requirements are submitted timely and to determine exact cutoffs for various categories of actions.

## **12. DEFINING REQUIREMENTS**

a. **Customers should define requirements for supplies or services in a manner designed to,--**

- (1) **Promote.** Promote "full and open" competition (all responsible sources are allowed to compete),
- (2) Provide for the minimum needs of the activity.

b. **The following commonly used documents define requirements:**

(1) **Specification.** A specification is a description of the technical requirements for the supplies or services, including the criteria for determining if these requirements are met. . In the absence of specifications, a purchase description (PD) will be used.

(2) **Purchase Description (PD).** A PD-

(a) **Description of Governmental Minimum Needs.** Is a description of the essential physical characteristics and functions required to meet the Government's minimum needs. It should be written in terms that encourage sources to provide commercial items. PDs can be used for the great majority of simplified acquisitions.

(b) Full and Open Competition. It will not be written in a manner that requires a particular brand name, product, or feature of a product, thereby excluding consideration of similar products manufactured by other companies. The exception is when both of the following elements apply:

(i) Authority to contract without full and open competition exists and can be justified by the customer

(ii) The particular brand name or feature is essential to the Government's requirements and other companies' similar products would not meet the minimum requirements.

c. **Brand Name or Equal Identification.** Generally, the minimum acceptable PD is the identification of a requirement using a brand name followed by the words "or equal." This identification permits vendors to offer other products that meet certain obvious and essential physical or functional characteristics identified in the PD. Customers should identify all acceptable brand name products. Customers may contact their AMSO or supporting contracting office for detailed guidance .

d. **Stated Requirements.** To the maximum extent possible, customers must state requirements with respect to supplies or services required in terms of-

- (1) Functions to be performed;
- (2) Performance required; and
- (3) Essential physical characteristics

e. **Design specifications.** Design specifications are the least-desirable method, because they require that the design PDs are flawless and will result in the desired product or service. Any ambiguities will be construed against the writer, in this case, the Government. By putting the PD in terms of function or performance, the burden is on the contractor to perform in a manner that will provide the required result is desired.

f. **Other methods of defining requirements.** Other means of defining requirements include using statement of objectives (SOO), statement of requirements (SOR), performance work statement (PWS) and statement of work

(SOWs). These are used most often for service contracts. A PWS is a very formal, structured approach to defining more complex service requirements. A SOW is a less formal approach to defining service requirements. SOWs often use some elements of the PWS format.

g. **Assistance.** The AMSO servicing and contracting office personnel will provide advice and samples to help customers describe their requirements.

### **13. SUBMITTING REQUIREMENTS**

Customers initiate requests for contracting support with a PR&C (DA Form 3953) or other Procurement directive, depending on the procurement method being used. (See paragraph 16 for the C3 process.) The PR&C, with supporting documentation (for example, approved Information Management Acquisition Request (IMAR), performance work statement), provides the servicing contracting office with the proper authority and signatures, fund citation, description of the requirement, required approvals, and a point of contact.

## **SECTION IV CONTRACT AWARD PROCESS**

### **14. GENERAL**

This section provides a general discussion of the steps involved in the contract award process using the three contracting methods discussed in paragraph 6. The process begins when the servicing contracting office receives a valid and complete PR&C or other Procurement Directive and ends with the contract award. Section V discusses contract administration (the process from contract award to contract completion).

## **15. SIMPLIFIED PURCHASE PROCEDURES**

This paragraph discusses the simplified purchase procedure used most often by the servicing contracting offices or regional contracting office (RCO). The RCO will-

a. **Screen the PR&C for adequacy and completeness.** The contracting office is not allowed to make unilateral changes on a PR&C. Therefore, there may be discussion between the customer and the contracting office to determine the precise needs of the customer. Generally, questions/concerns can be worked out without returning the PR&C. In rare cases, the contracting office may return a PR&C to the submitter for additions or corrections.

b. **Assign Accepted PR&C.** The chief of the office assigns the accepted PR&C to the contracting officer, who assigns it to a contract specialist ;who processes the PR&C to the point of award.

c. **Issue Request For Quotations (RFQ).** The servicing contracting office will issue a request for quotations (RFQ) to a reasonable number of vendors to submit prices and other information as required. The servicing contracting office usually issue RFQs by telephone or through Electronic Commerce Procedures; however, written RFQs are required for construction over \$2,000 or when telephonic issuance is not practical.

d. **Receive Quotations.** The quotations are reviewed and evaluated by the Government and normally awarded to the offeror who quoted the lowest price while complying with delivery requirements and other terms.

e. **Award.** The contracting officer (KO) makes the award, prepares, distributes, and executes the award documents.

## **16. C3 PROCESS.**

C3 means Customer, Contracting and Commerce, and is a contracting method that seeks to meld those three parties into a harmonious partnership by harnessing the innovations and energy of our business partners. Customers can begin this process by an email, fax or phone call to their servicing contracting office stating their requirement in general terms. The contracting office will advise the customer on submission and explain the customer's role in the process. This process does not require development of detailed statements of

work or specifications. The customer must, however, play a key role in evaluation of technical proposals submitted by bidders.

## **17. SEALED BIDDING PROCEDURES**

Some requirements over \$100,000 in USAREUR will be contracted through sealed bidding procedures. The invitation for bids (IFB) is the basis for bidders to prepare and submit price bids which will be used by the government to make an award without discussion.

a. **Prepare IFB.** The contracting officer and assigned contract specialist prepares an IFB, publicizes it and issues it to prospective bidders. The IFB describes the Government's requirement and includes pertinent clauses, provisions, and other information.

b. **Submission Of & Opening Bids.** Bidders submit sealed bids that are opened in a public bid opening at the place and time specified in the IFB. Authorized contracting personnel record the bids. Customers and bidders may, and often do, attend the opening. At the completion of bid opening and recording, the apparent low bidder is announced by the contracting official conducting the bid opening.



c. **Evaluating Bids.** Bids are evaluated at face value without discussions with the bidders. Minor clarifications may be permitted, but negotiations are prohibited.

d. **Awarding Contract.** After the bids are reviewed and any pre-award reviews are made to determine a prospective contractor's ability to perform the contract, the contracting officer awards the contract, normally to the responsive and responsible bidder who submitted the lowest-priced bid.

## **18. CONTRACTING BY NEGOTIATION PROCEDURES**

Like sealed bidding procedures, these procedures are used for requirements over \$100,000. Negotiation procedures are much more complex than sealed bidding procedures and can be very time-consuming. The Government may negotiate with the offerors, which makes these procedures more flexible than sealed bidding procedures. The government may use the concept of "best value" wherein the relative value of price or cost may vary.

a. **Request for Proposal (RFP).** **The contracting officer and assigned contract specialist will** prepare a RFP, publicize it and issue it to prospective offerors. The RFP describes the Government's requirement and includes pertinent clauses, evaluation criteria, past performance considerations, provisions, and other information.

b. **Proposals Submission.** Offerors usually need more time to prepare a proposal under negotiated procedures because the Government frequently requests that substantial price and technical or management information be submitted with the proposal.

c. **RFP Closing.** There is no public opening of proposals, the RFP is closed. Prices and other information submitted are not disclosed to the public or to competing offerors.

f. **Evaluating Proposals.** Proposals are evaluated by Government contracting personnel and functional experts, as necessary. The resources and time required for the evaluation depends on the-

- (1) Complexity of the requirement.
- (2) Price and technical or management information submitted.
- (3) Number of proposals submitted.

g. **Awarding vs. Negotiating.** The contracting officer will either award a contract based on the initial proposal submissions or request revised proposals to enter into negotiations with some or all of the offerors. The contracting officer will negotiate if there is a price or technical advantage in doing so. For example, the contracting officer may be able to negotiate a lower price or better performance.

(1) **Award Without Negotiations.** If the contracting officer decides to award a contract without negotiations, the award will be made to the offeror

whose proposal is most advantageous to the Government, consistent with the evaluation criteria established in the RFP.

(2) **Negotiations.** If the contracting officer negotiates, he or she will establish a "competitive range" of the vendors who have a reasonable chance of being awarded the contract. Those offerors who have no reasonable chance for award will be eliminated from the competition as early as possible and notified of their elimination. The contracting officer or contract specialist will negotiate with the offerors (with the help of Government functional experts, as necessary). The resources and time required depend on the number of proposals received and the complexity of the requirement.

h. **Award of the Contract.** The contracting officer will award the contract to the offeror whose proposal is most advantageous to the Government and may or may not result in award to the lowest price/cost offeror.

## **SECTION V**

### **CONTRACT ADMINISTRATION**

#### **19. GENERAL**

a. **What is Contract Administration?** Contract administration begins with awarding the contract and continues through contract close-out. Contract

administration ensures contractors comply with contract terms, conditions, and specifications. This phase of contracting is critical to ensure the Government pays a fair price and receives precisely what it contracted for in a timely manner.

**b. Basic Administration Functions.** The contract administration functions that the issuing contracting officer may delegate to the administrative contracting officer or a contract administrator are prescribed in FAR 42.302. This pamphlet will not discuss the functions in depth. AMSOs or servicing contracting offices can provide additional information on specific functions and principles. Basic functions will include-

- (1) Conducting post-award orientation conferences.
- (2) Negotiating and issuing changes to the contract.
- (3) Documenting contractor performance for past performance assessments.
- (4) Maintaining open lines of communication with the contractor.
- (5) Rendering decisions and resolving disputes.
- (6) Surveilling contractor performance.
- (7) Terminating contracts.

## **20. THE CONTRACT ADMINISTRATION TEAM**

a. **Customer Representatives.** Customer representatives may be members of the contract administration team. The contract administration team normally includes a contracting officer and a contract administrator. Customer representative responsibilities may include, but are not limited to-

- (1) Assisting in payment procedures.
- (2) Helping resolve performance difficulties.
- (3) Inspecting and accepting supplies or services.
- (4) Monitoring and evaluating contract performance.

b. **Over \$100,000.** For contracts exceeding \$100,000 in value, the contracting officer may formally appoint a customer official as a contracting officer's representative (COR). The COR is a key member of the contract administration team.

(1) **COR Duties.** The requiring activity will nominate the COR to help the contracting officer monitor contract progress on complex contracts. The COR is primarily responsible for the technical aspects of the contract, but is involved in a number of administrative matters as well.

(2) **COR Identity.** The COR can be active duty military, a DA civilian, or a local national employee and must complete formal COR training offered by USACCE.

(3) **Technical Expertise.** Commanders will retain enough qualified personnel to perform COR functions for contracts they require to achieve their

mission. The consequences of not having the necessary technical expertise could affect missions and will impact on ensuring USAREUR's dollars are well spent. Contract administration is a coordinated effort that can be simple or very complex and time- consuming, depending on the contract type and the complexity of the requirement. Contracts are also currently in place for Project Support Services and Quality Assurance Services that can provide technical services required by the customer.

c. **Under \$100,000.** For less complex requirements, the contracting officer will not appoint a COR. A customer representative will be identified to help the contracting officer administer the contract. Customer representatives are often referred to as "technical representatives" or "points of contact."

## **21. CONTRACT CLOSEOUT**

The contract administration team will perform contract closeout, the final contract administration function. A contract usually is completed when the Government has inspected, accepted, and paid for all supplies or services. The customer representative will send documents in his or her possession generated as a result of contract administration to the contracting office and the contracting officer will formally close out the contract.

## **SECTION VI**

### **AVOIDING IMPROPER PRACTICES**

## **22. GENERAL**

The following general information will help customers avoid improper practices associated with the contracting process. Customers should contact their AMSO (where available) or servicing contracting office if they are unsure of what action to take during the contracting process or when contacted by vendors.

## **23. MARKET RESEARCH**

a. **Market Research.** Customers may be requested by their servicing contracting office to conduct market search or specified procurement actions to assist in determining the availability of commercial items or sources. When conducting market research, customers must not commit the Government to any future action.

b. **In addition customers should-**

- (1) Be familiar with DOD Instruction 5500.7-R, Joint Ethics Regulation.
- (2) Avoid situations that could adversely affect the integrity of the

contracting process. These situations include-

- (a) Creating the appearance of favoring one source over another.
- (b) Releasing information to sources, either before or during

the contracting process, that would give them a competitive advantage,

(c) Asking a prospective contractor to help prepare the specification or SOW without a contract to do so.

(d) Permitting a source who will be a competitor in the contracting process to prepare government estimates.

(e) Use prospective contractors price estimates as the sole determining basis of the Government estimate.

(f) Failing to clarify that the Government's intent is only to seek price and availability information, not to make a purchase.

## **24. UNAUTHORIZED COMMITMENTS (UC)**

Only a warranted contracting officer or persons to whom a contracting officer has delegated specific written authority such as an IMPAC Cardholder or Ordering Officer, may obligate the Government in dealings with sources. Customers do not have the authority to obligate the Government to the company and they may be held personally liable to pay the company.

a. **What is an Unauthorized Commitment.** A UC is a transaction between a company and a Government employee who lacks the authority to enter into that agreement on behalf of the government and therefore to obligate the Government to pay for the delivery of supplies or services to the Government. UCs may be



ratified into a legal contract (FAR 1.602) after the fact if the supplies or services were-

- (1) A bona fide requirement for which a legal contract could have been made.
- (2) Received and accepted by an authorized Government representative.
- (3) Determined by a contracting officer to be a fair and reasonable price.
- (4) Vendor has not received payment.

b. **Ratification.** If the transaction cannot be ratified, the individual who committed the transaction may be subject to litigation by the company to recover the price of the transaction. Even when ratification is possible, commanders will take corrective action against the individuals causing the UC. Corrective actions may include official reprimands or other disciplinary actions commanders deem appropriate.

c. **Examples of UCs:**

*(1). A customer, either by action or inaction, allows a company to continue to provide copier services to his or her activity after the contractor's contract has expired. Customers must submit their follow-on requirement early enough to permit issuance of follow-on contracts. Customers should not assume a new contract has been issued; they should get a copy of the contract before continuing to use the copier after the contract expires. When the*

*customer makes a single copy after a copier contract expires, the customer has created a UC.*

*(2) In order to insure availability, a customer commits the government to hotel reservations for a conference/workshop and later fails to insure the reservations are cancelled when he or she decides the reservation is not necessary. The hotel submits a claim to the Government for the time the rooms were unoccupied. Customers should cancel unrequired reservations early enough to permit the hotel time to re-book the rooms. Customers should ask for a cancellation number or the name of the individual with whom they cancelled. If in doubt, customers should send a formal written cancellation. Contact your servicing contracting office for assistance before making contact with hotels or conference facilities..*

*(3) A customer contacts a company to determine the price and availability of a supply or service. The company misinterprets the intent and ships the customer the item or provides the service. Customers must be careful to clarify their intent, keeping in mind differences in business culture and language. In this case, to avoid a UC, the customer should not accept delivery.*

d. **Traning.** Contracting offices will provide training on the avoidance of UCs. Customers should contact their AMSO or servicing contracting office immediately if they believe a UC has taken place or could take place.

## 25. CONTACTS WITH INDUSTRY

a. **Presentations, Onsite Demonstrations and Briefings.** Customers may allow industry to provide presentations, onsite demonstrations and/or briefings regarding new technology in various areas, such as communication, electronic, tactical and computer equipment. These presentations, onsite demonstrations and briefings will not commit the Government to any future action. The following procedures must be followed to allow for the presentation, onsite demonstration and/or briefing.

(1) Industry must submit in writing any request for presentation, onsite demonstration and/or briefing.

(2) The presentation, onsite demonstration and briefing must be determined to be beneficial to the Government.

(3) An industry presentation roster is completed. Figure C-1, Industry Presentation Roster, is to be used as a guide. This roster is a record of which company will be providing the presentation, the reason for the presentation, what type of equipment the company may need for their presentation, and results of the presentation.

(4) Industry representative will complete AE Form 715-6A-R, USAREUR Business Visitor Registration, Figure C-2.

(5) The customer provides the facility for the presentation, onsite demonstration and briefing.

(6) A letter of agreement is prepared and forwarded to the contracting officer for signature. Figure C-3, Format for Letter to Industry Representative, is to be used as a guide in preparing the letter of agreement.

(7) The customer should notify other interested personnel of the date, time and location of the presentation, demonstration or briefing. Figure C-4 is to be used as a guide.

b. **Test and Evaluation of Equipment and Systems.** Equipment and systems tests and evaluations are prohibited without a current agreement of license signed by the industry representative and the serving contracting officer. The following procedures must be followed prior to allowing equipment and systems to be tested and evaluated by the customer.

(1) An agreement and license instrument to be executed by an authorized industry representative and the Government. The industry representative will be an individual with commitment and obligation authority. The Government will be represented by the contracting officer. Figure C-5, Format for Agreement and License, is an example of the format for an agreement and license instrument.

(2) A memorandum for the contracting officer's signature to forward the agreement and license to the industry representative. Distribution of the

memorandum and agreement and license will be made to the industry representative, contract staff judge advocate and contracting officer.

## **26. TRANSFER OF FUNDS TO NON-DOD FEDERAL AGENCIES**

a. **Economy Act of 1932.** Under certain circumstances, a Federal agency (such as a customer's activity) may properly transfer funds to another Federal agency (such as the Department of Energy) to perform work. These transactions are acquisitions made under the authority of the Economy Act of 1932,

b. **Economy Act transactions or Other Intergovernmental Transfers.** Economy Act transactions or other intergovernmental transfers of funds may or may not require the involvement of a local contracting officer and/or a legal advisor. Therefore, customers should seek advice from legal counsel before entering into these transactions.

## **SECTION VII NON APPROPRIATED FUND (NAF) CONTRACTING SUPPORT**

## **27. APPLICABLE REGULATIONS**

NAF contracting is governed by Army and USAREUR 215-series publications. Customers should use the procedures and provisions in the NAF contracting regulations as guidance for NAF contracting, unless otherwise specified in the regulations.

## **28. CONTRACTING RESPONSIBILITY**

a. **ASG NAF.** ASG NAF contracting offices are responsible for NAF contracting for-

(1) Morale, welfare, and recreation (MWR) requirements with total values up to \$100,000 per contractual agreement for supplies, services, entertainment, and construction.

(2) Resales up to \$50,000 per contractual agreement.

(3) Other types of contractual arrangements within the dollar limits specified in AR 215-4.

(4) Short-term (10 calendar days) concession contracts with no dollar limits.

b. **WRCC NAF.** The NAF Team, Wiesbaden Regional Contracting Center (WRCC) is responsible for centralized NAF contracting support for requirements that exceed the authority of ASG NAF contracting officers.

- c. APF. APF contracting officers in servicing regional contracting offices contract for-
  - (1) Minor new construction.
  - (2) Repair and maintenance of real property estimated to exceed \$25,000 for NAF activities.

## **APPENDIX A**

### **REFERENCES**

#### **A-1 FEDERAL ACQUISITION REGULATION (FAR)**

#### **A-2. ARMY REGULATIONS**

AR 215-4, Nonappropriated Fund Contracting.

#### **A-3. USAREUR REGULATIONS**

USAREUR Regulation 715-2, USAREUR Acquisition Regulation and

USAREUR Acquisition Instruction (UAI).

USAREUR Regulation 715-3, Selecting, Training, Qualifying, and

Appointing Contracting Officer's Representatives.

USAREUR Regulation 715-6, USAREUR Acquisition Management Staff

Officers.

USAREUR Regulation 715-10, Advance Acquisition Planning System.

USAREUR PAM 715-4, Manual For Ordering Officers



**APPENDIX B****USACCE CONTRACTING OFFICES**

<b>RCO CHIEF/DEPUTY</b>	<b>MILITARY MAILING ADDRESS</b>	<b>LOCAL (STREET) ADDRESS</b>	<b>PHONE/ FAX NUMBER</b>
<b>RCO Bad Kreuznach</b>	ATTN: AEUCC-BK Unit 24335 APO AE 09252	Rheingrafenstein, Geb. S-5428 55543 Bad Kreuznach	490-7438/7539 0671-609-7438 FAX: 490-7603/7541
<b>RCO Benelux</b>	ATTN: AEUCC-B PSC 79, Box 003 APO AE 09724	Leuvensesteenweg 13 1932 Sint Stevens Woluwe, Belgium	365-9625 027079625 FAX: 027079610/9611
<b>RCO Grafenwoehr</b>	ATTN: AEUCC-G Unit 28130 APO AE 09114	<b>Amerikanische Beschaffungsstelle</b> Geb. 6164 92655 Grafenwoehr/Lager	475-7184/7192 09641-83-7184/7192 FAX: 475-7258/7263
<b>RCO Seckenheim</b>	ATTN: AEUCC-S Unit 29331 APO AE 09266	Seckenheimerhauptstr. Geb 968 68239 Mannheim	375-7576/7579 0621-487-7576 FAX: 375-3353
<b>Stuttgart SubOffice</b>	ATTN: AEUCC-ST APO AE 09 1 07	Kelley Barracks, Geb. 3313 Plieningerstr. 289 70567 Stuttgart	421-2560/2480 No commercial line FAX: 0711-7289004
<b>RCO Vicenza</b>	ATTN: AEUCC-1 Unit 31401, Box 33 APO AE 09630	Via Pra'Spineo 16 36040 Lerino-Torri di Quartesolo (V1) Italy	634-3907/3915 0039-444-2199071219915 FAX: 0039-444-381280
<b>Livorno SubOffice</b>	ATTN: AEUCC-I-L Unit 31031, Box 10 APO AE 09613	Via Aiaccia 6a 57017 Stagno/Livorno Italy	No DSN 0039-586-9413651367 FAX: 0039-586-941366
<b>Wiesbaden Regional Contracting Center</b>	ATTN: AEUCC-C- CMR 41 0, Box 741 APO AE 09096	Konrad-Adenauer-Ring 39 65187 Wiesbaden	336-2100/2101 0611-816-2100 FAX: 336-2104
<b>RCO Wuerzburg</b>	ATTN:AEUCC-W Unit 26622 APO AE 09244	Faulenberg Kaserne Nuernbergerstr. 51, Geb. 250 97076 Wuerzburg	351-4220/4219 0931-21100 FAX: 0931-287432
<b>HQ USACCE</b>	ATTN: AEUCC- Unit 29331 APO AE 09266	Seckenheimerhauptstr., Geb. 973 68239 Mannheim	375-8257/8705 0621-487-8257/8705 FAX: 375-7890/7281

Our website address is <http://www.hq.usacce.army.mil>

This appendix contains formats for correspondence with industry representatives as follows:

- Figure C-1, Format for Industry Presentation Roster.
- Figure C-2, Format for Letter to Industry Representative.
- Figure C-3, Format for Announcement of Industry Presentation
- Figure C-4, Format for Agreement and License.

Page No. 1

Name of Representative John C. Jones Date 3 July 1999

Company or Industry Name Abbot Machines Phone Number 06207-1294

Company or Industry Address Obermeyerstrasse 11, 69115 Heidelberg

Representatives Mr. Jones, 14r. Kinder, Mrs. Willis  
(Name of person making presentations and people accompanying)

Subject: Copier Demonstration  
(What will be covered in the presentation)

[illegible]

Room No. 34E Bldg 14  
(Name or Number)

Equipment Requested: XX VU-Graph      VCR XX Chalkboard  
(check blocks)      Easel      Front/Rear Projector  
Other \_\_\_\_\_  
(Specify)

Introduction Made By LTC Johnson

Presentation Made By                      Mr. Jones

Length of Presentation \_\_\_\_\_ 2 hours, 15 minutes  
(Hours and Minutes)

Number of Attendees 12 Comments see attached  
(Attach Roster) (May be attached)

\*Figure C-1. Format for Industry Presentation Roster

\*This format will be used as a guide only and will not be reproduced, printed, or stocked.

---

(Letterhead)  
(leave date blank)

office of (appropriate program manager)

(Industry representative address  
as shown on the industry  
presentation roster)

Dear (applicable salutation):

The presentation you propose to give on           (date)           at           (location)           concerning  
(subject from industry presentation roster) is authorized upon acceptance of the following conditions:

- There will be no cost to the U.S. Government (the Government will pay no charges, costs, or expenses in connection with the presentation).
- No claim will be made against the U.S. Government by you or anyone with whom you are associated in conjunction with the presentation.
- The U.S. Government will not furnish a test or evaluation report as a result of the presentation.
- The U.S. Government will assume no responsibility or liability for damage to, or destruction of, any equipment provided by you or your firm in support of this presentation.
- You will not use any information or contributive reference relating to this presentation for advertising purposes, to include the fact that the U.S. Government approved, authorized, or permitted the presentation.
- The U.S. Government's approval and authorization to permit this presentation will in no way obligate the U.S. Government to purchase any materials or services from your firm.

Arrangements have been made for your presentation on the aforesaid date in room           (number)           of           (bldg number or name), (city or caserne)          . Support items (for example, audiovisual) will be provided if requested.

Please indicate your agreement to the conditions in this letter by signing it and returning it to           (return address)          .

Sincerely,  
  
(contracting officer  
signature block)

---

(Name)	(Title)	(Date)
--------	---------	--------

---

\*Figure C-2. Format for Letter to Industry Representative  
\*This format will be used as a guide only and will not be reproduced, printed, or stocked.

---

(office symbol) (715~6)

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Industry Presentation - (industry name)

1. Representatives of (industry name) will visit (location) on (date).

They will conduct a presentation at (time) in room \_\_\_\_\_ of building \_\_\_\_\_.

2. The presentation will cover \_\_\_\_\_.  
(subject on industry presentation roster)

The presentation will last approximately \_\_\_\_\_.

3. All interested persons are invited to attend.

(Signature block of  
requesting activity)

DISTRIBUTION:  
(interested activities)

---

\*Figure C-3. Format for Announcement of Industry Presentation

\*This format will be used as a guide only and will not be reproduced, stocked, or printed.

---

This agreement and license is made as of the \_\_\_\_\_ day \_\_\_\_\_, 19\_\_\_\_, by and between (name of licensor) and the United States of America (licensee).

Whereas, licensor agrees to provide the following listed and described equipment to licensee for testing and evaluation purposes: (equipment serial numbers shall be listed when available.)

---

---

---

Testing shall basically consist of: (Be as specific as possible, consistent with clarity.)

---

---

---

Evaluation shall basically consist of: (Explain or describe what is intended to be derived or achieved from the testing effort.)

---

---

---

It is agreed as follows:

1 . Licensor grants consent to licensee to use the above described equipment for testing purposes as herein stipulated for the explicit purpose of evaluation. Licensor conveys no title to any equipment herein described, and licensee shall acquire no ownership rights or entitlements. Licensee shall not interface or connect any equipment furnished by licensor to equipment or configured systems without the express written consent of the licensor. Such consent may be accomplished by addendum to this agreement. Modifications to equipment provided for testing purposes shall be accomplished only by the licensor, unless otherwise explicitly authorized by addendum to this agreement.

---

\*Figure C-4. Format for Agreement and License

\*This format will be used as a guide only and will not be reproduced, stocked, or printed.

- 
2. All software, including (without limitation) all equipment and hardware supplied by licensor software media, whether microfiche, paper, magnetic tape, disk, floppy disk, or other reproduction, shall at all times remain the property of licensor. All software provided by licensor to licensee in conjunction with tests and evaluations accomplished under this agreement shall be considered to contain all proprietary informational notifications for licensor protection. In the event licensee shall breach this proprietary provision, licensor shall be entitled to. (1) injunctive relief, in addition to any other remedies provided by law; (2) the termination of this license; and (3) the immediate return of all equipment and respective software to licensor.
  3. Licensee shall provide all test site facilities and utilities which are required for any and all tests to be accomplished pursuant to this agreement.
  4. Licensor shall be responsible for all transportation of equipment provided by licensor in conjunction with tests and evaluations under this agreement, to and from the initial test site. Licensee shall incur no costs for transportation of equipment provided by the licensor under this agreement, except as may further be provided by a conditional addendum to this agreement.
  5. Licensee will assume no responsibility or liability for damages to or destruction of any equipment, to include all software as herein described, provided under this agreement (except as may be caused by negligence or willful misconduct). Licensor shall be responsible for all maintenance and repair of provided equipment except as occasioned by negligence or willful misconduct on the part of licensor.
  6. Licensee shall at all times protect and safeguard information that the licensor has identified as proprietary, confidential in nature, or as a licensor's trade secret. Licensee may divulge such information only to those U.S. Government personnel directly involved in the tests and evaluations conducted pursuant to this agreement, and then only on a bona fide need-to-know basis.
  7. The licensor will not use any information or contributive reference relating to tests and evaluations from provisions of this agreement for advertising purposes, to include the fact that the licensee permitted, conducted, or participated in the respective tests and evaluations.
  8. The release of information or data generated as a result of tests and evaluations conducted under provisions of this agreement to the licensor, shall be the sole and unilateral decision of the licensee. The licensee shall not release information or data generated pursuant to this agreement outside the U.S. Government without the express written consent of the licensor.
  9. Licensee's participation in this agreement shall in no way obligate licensee to purchase any equipment, material, or services from licensor.

---

\*Figure C-4. Format for Agreement and License-Continued

\*This format will be used as a guide only and will not be reproduced, stocked, or printed.

---

In witness whereof, the parties hereto have executed this agreement and license as of the date first above written.

LICENSEE:	LICENSOR:
BY: _____	BY: _____
TITLE: _____	TITLE: _____

Approved for legal sufficiency.

BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

---

\*Figure C-4. Format for Agreement and License--Continued  
\*This format will be used as a guide only and will not be reproduced, stocked, or printed.

**GLOSSARY****SECTION 1****ABBREVIATIONS**

<b>AMSO</b>	Acquisition Management Staff Officer
<b>APC</b>	Appropriated Fund
<b>APF</b>	Appropriated Fund
<b>AR</b>	Army Regulation
<b>ASG</b>	Area Support Group
<b>BPA</b>	Blanket Purchase Agreement
<b>COR</b>	Contracting Officer's Representative
<b>CR</b>	Cost Reimbursement
<b>DCG</b>	Deputy Commanding General-USAREUR
<b>DOD</b>	Department of Defense
<b>FAR</b>	Federal Acquisition Regulation
<b>FP</b>	Fixed Price
<b>GSA FSS</b>	General Services Administration Federal Supply Schedule
<b>HN</b>	<b>Host Nation</b>
<b>IDT</b>	Indefinite-Delivery Type
<b>IFB</b>	Invitation For Bids



<b>IMPAC VISA</b>	International Merchant Purchase Authorization Card
<b>KO</b>	Contract Officer
<b>MWR</b>	Morale, Welfare and Recreation
<b>NAF</b>	Nonappropriated Fund
<b>ODCSENGR</b>	Headquarters, United States Army Europe, Office of the Deputy Chief of Staff Engineer
<b>PALT</b>	Procurement Administrative Lead Time
<b>PD</b>	Purchase Description
<b>PR&amp;C</b>	Purchase Request and Commitment
<b>PWS</b>	Performance Work Statement
<b>RCO</b>	Regional Contracting Office
<b>RFP</b>	Request For Proposal
<b>RFQ</b>	Request For Quotation
<b>RMO</b>	Resource Management Office
<b>SOO</b>	Statement Of Objectives
<b>SOR</b>	Statement Of Requirements
<b>SOW</b>	Statement Of Work
<b>UC</b>	Unauthorized Commitment
<b>USACCE</b>	US Army Contracting Command, Europe
<b>USAREUR</b>	United States Army, Europe

## **SECTION II**

### **TERMS**

#### **ADVANCE ACQUISITION PLANNING SYSTEM**

A system that requires area support groups to submit acquisition forecasts of significant or sensitive requirements to servicing contracting offices.

#### **ACQUISITION MANAGEMENT STAFF OFFICER**

A person at the area support group, base support battalion, or direct reporting activity who, among other duties, provides acquisition expertise and staff procedures to his or her organization.

#### **BILLING/CERTIFYING OFFICIAL**

A person designated in writing to review and approve purchases using the IMPAC card. This individual is charged with reconciling subordinate cardholder accounts and certifying invoice amounts for payment.

#### **BLANKET PURCHASE AGREEMENT**

A simplified method of filling repetitive needs by establishing "charge accounts" with vendors.

**CONTRACTING BY NEGOTIATION PROCEDURES**

A contracting method that allows the Government to negotiate with vendors during the contracting process.

**CONTRACTING OFFICE**

The local element of the United States Army Contracting Command, Europe.

**CONTRACTING OFFICER**

A person who has been issued a warrant designating him or her as a contracting officer. This warrant authorizes the designated individual to award, administer, and terminate contracts.

**CONTRACTING OFFICER'S REPRESENTATIVE**

A person, usually from the requiring activity, who will monitor contract progress and performance. This person represents the contracting officer in the technical aspects of a particular contract. The contracting officer's representative is not authorized to make commitments or changes that will affect delivery, price, quality, quantity, or any other term or condition of the contract.

**COST REIMBURSEMENT**

A type of contract that requires the vendor's best efforts to complete the work within the estimated cost.

**DELIVERY ORDER**

An order for supplies or services placed against an established indefinite delivery-type contract.

**FIXED PRICE**

A *type* of contract that requires the vendor to deliver the supplies or to perform the services for a fixed price, regardless of the actual cost of performance.

**FULL AND OPEN COMPETITION**

When all responsible vendors are permitted to compete during the contracting process.

**IMPAC VISA**

International Merchant Purchase Authorization Card. The VISA card used as the government-wide purchase card.

**IMPREST FUND**

A cash account (in selected requiring activities) against which cash transactions under \$600 can be made by authorized individuals if purchases are within specified categories approved by DOD. (Used in rare cases when IMPAC is not available.)

**INDEFINITE-DELIVERY TYPE**

A type of contract used when the exact times or quantities of future deliveries are not known when the contract is awarded.

**INVITATION FOR BIDS**

The document prepared by contracting personnel that solicits bids from vendors under sealed bidding procedures.

**MARKET RESEARCH**

Research conducted by the customer and the contracting office to determine availability of sources and commercial item suitability as an aid in developing acquisition strategy.

**NEGOTIATION**

Communication, either oral or in writing, between authorized Government representatives and vendors when contracting under negotiated procedures.

**PERFORMANCE WORK STATEMENT**

A formal, structured document used to describe the more complex service requirements.

**PROCUREMENT ADMINISTRATIVE LEAD TIME**

The time it takes the contracting office to process a purchase request from receiving a valid, complete purchase request to awarding the contract.

**PURCHASE DESCRIPTION**

A description of the essential physical characteristics and functions required to meet the Government's minimum needs.

**PURCHASE ORDER**

An order by the Government to buy supplies or services costing less than \$100,000 under simplified acquisition procedures.

**REQUEST FOR QUOTE**

A document prepared by contracting personnel that solicits quotes from vendors under simplified acquisition procedures.

**REQUEST FOR PROPOSAL**

The document prepared by contracting personnel that solicits proposals from vendors under negotiated procedures when the estimated value of the requirement is more than \$100,000.

**REQUIREMENT**

The supplies or services the customer wants to purchase.

**RESPONSIBLE**

A term indicating a vendor has the facilities, financial resources, integrity, personnel, and overall capability to successfully complete a Government contract.

**SEALED BIDDING PROCEDURES**

A contracting method for requirements over \$100,000 in which the Government invites vendors to submit bids. Negotiations are prohibited. The contract is awarded to the responsive and responsible bidder who submits the lowest-priced bid.

**SOLICITATION**

A document used by the Government to solicit prices and other information from vendors. The request for quote, request for proposal, and invitation for bid are solicitation documents.

**STATEMENT OF WORK**

A document, normally used to describe a service requirement, which is usually less formal and structured than a performance based work statement.

**TASK ORDER**

An order for services placed against an established indefinite delivery/indefinite quantity (IDIQ Contract). Usually pertains to an order under a multiple award contract.

**UNAUTHORIZED COMMITMENT**

An agreement that is not binding because the Government individual who made the agreement lacked the authority to enter into a contract on behalf of the Government.



